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AUTHOR Merriam, Mary-Linda
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ABSTRACT

Because the existing provisions for communication between the administration and faculty of Emerson College had been ineffective, in 1978 the responsibility for contract negotiations was delegated to faculty and administrative teams. The key contract issues identified by the administrative team consisted of revising a clause pertaining to faculty salaries, adding a management rights clause, developing the section on faculty status (appointment, reappointment, promotion, and tenure), defining the role of the department and division chairpersons, setting procedures for yearly faculty evaluations, and rewriting the policy statements that applied to Emerson. To establish team discipline, issues were researched and debated within the teams for three months prior to the negotiations. Guidelines finally adopted by both sides included submitting proposals and counter-proposals in writing, bringing in resource persons with the approval of all members of both teams, initialing articles that were tentatively agreed upon, setting an agenda and meeting time, keeping separate sets of notes, and keeping all agreements tentative pending completion of the final package. Through this communication process, the contract was ratified unanimously by the administration and with only three negative faculty votes. (MAI)

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Mary-Linda Merriam, Ph.D.
Vice President for Administration
Emerson College
148 Beacon Street
Boston, MA 02116

(617) 262-2010

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COLLECTIVE BARGAINING: AN ADMINISTRATIVE PERSPECTIVE

In Morton S. Baratz's article, "Shared Authority and Collective Bargaining," he states:

> "Given the choice between governance by shared authority and governance by collective bargaining, the majority of contemporary professors and administrators would almost certainly elect the shared authority mode because most persons in academic life prefer to order their relationships informally and according to (spoken or unspoken) certain shared norms, assumptions, and conceptions... Whether you applaud or deplore this development, you should remember that although bargaining may prove inimical to shared authority, it need not be. To the contrary, one can enforce the other."[1]

It is my personal belief that the majority of faculty and administration at Emerson College would have opted for shared authority rather than a collective bargaining agreement, if that had been deemed possible. I think it also fair to say, however, that both the faculty and administration have worked hard and in good faith towards the goal of using the agreement as a major means of achieving shared authority. While it is impossible to avoid totally an adversarial position at the table, it is eminently possible to adopt a problem-solving approach. Issues can be defined less in terms of win/lose and more in terms of solutions helpful to both sides.

HISTORY

In 1974 Emerson's President of six years announced his resignation effective June, 1975. He had governed during the late sixties and early seventies; his style, avowedly democratic. In 1972-1973 there were 102 full-time faculty

[1]Morton S. Baratz, "Shared Authority and Collective Bargaining," Educational Record, Vol. 59 (Summer, 1977), p. 43.

and a full-time equivalent enrollment of 1764 students. Every faculty member was assigned to a committee; there was even a Committee on Committees that made the assignments and monitored the tasks. Many faculty felt, however, that decisions regarding critical issues were not shared. For instance, the faculty felt that they did not have adequate input into budget and salary matters and that they could not get the necessary information in order to make reasoned recommendations. The year 1974-1975 became pivotal: a resigning president, the perception of the faculty that they were ignored in budgetary and salary matters, a dissatisfaction with the level and distribution of salary monies (salary information had been surreptiously obtained and given out by a faculty member), and a general discontent with the governance procedures as they had been in operation. AAUP as the bargaining agent was voted in during June, 1975, and in 1976, Emerson College had its first contract for a three-year period beginning September 1, 1976, retroactive for salary purposes through 1975-1976. Negotiations for the second contract began in February, 1978, for what became the second three-year contract effective September 1, 1978.

What was the legacy of the first contract that set the mood for the second contractual negotiations?

Note: In the first contract a grievance procedure for both the College and the faculty was specified. No formal grievances had been filed during the term of the first contract.

Note: The first contract specified a mechanism whereby faculty and administration could meet together to discuss differences. No such meetings took place.

Note: In the terms of the first Agreement, the College was obligated to budget no less for faculty salaries than the 1975-1976 ratio of salaries to the operating budget and to issue contracts based on the budget projected for the following year. (Operating budget was defined in such a way as to exclude the health and housing departments and trustee-designated monies.) Two

members of the faculty sat on the Budget Board with full voting privileges. Neither faculty nor administration checked the budget for this contract stipulation in either 1976-1977 or 1977-1978. It was only at the point when the faculty was researching for the second set of negotiations that they alleged that the administration did, indeed, owe the $106,000 for those two years.

Note: On December 13, 1977, a motion was placed on the floor of the Faculty Assembly to the effect that the Faculty Assembly be dissolved and the functions of the Assembly become the sole responsibility of the AAUP. This motion was defeated unanimously. Faculty Assembly includes as voting members all full-time faculty and the professional library staff. The bargaining unit includes only full-time faculty members.

From an administrative point of view, the following conclusions may be drawn: 1) As far as the day-to-day operations were concerned, faculty and administration alike were not hampered by the existence of the Agreement. In fact, some of the operations of the College were carried out as if there was no Agreement. 2) Governance issues were ambiguous. There was not a common understanding among faculty and administration concerning the relationship of the Faculty Assembly to the Union leadership and membership. All full-time faculty members paid a bargaining assessment fee but only 30-40 of the 84 were members of AAUP. The five professional librarians were considered to be a part of the faculty but were not made part of the bargaining unit. 3) Active monitoring of the Agreement by either the faculty or the administration did not take place. There was only minimal contract maintenance work accomplished. 4) There was little, if any, apparent animosity betwee the faculty and administration as a result of the Agreement.

PREPARATION FOR NEGOTIATIONS

In October, 1977, the administration began preparing for the second round of negotiations which actually began at the table in February, 1978. The President, who had served from 1975-1977, resigned in September, 1977, and the College had an Acting President. The enrollment and number of full-time faculty had dropped: 1974-1975 showed 94 full-time faculty and a full-time equivalent enrollment enrollment of 1379; 1977-1978 showed a full-time faculty of 85 and a full-time equivalent enrollment of 1235. The administration was fearful of even further enrollment declines and the mood of the campus could be described as uneasy and uncertain. There was no discernible sense of polarization, however, between the faculty and administration. The administrative team was selected by the Acting President and consisted of: Special Assistant to the President (Chief Negotiator), Comptroller, Director of Athletics (the only person who had also served on the first administrative negotiating team), and the Director of Personnel. Some of the key issues identified by the administrative team as subjects for negotiations were: 1) removing the 38% clause pertaining to faculty salaries; 2) adding a management rights clause to counter-balance an already existing past practices clause; 3) specifying more fully and comprehensively the section on appointment, reappointment, promotion and tenure; 4) specifying the role of the department and division chairpersons; 5) setting a procedure by which all faculty could be evaluated yearly; 6) removing the AAUP policy statements from the contract and rewriting those that had particular applicability to Emerson. The administration wanted to upgrade salaries as much as possible but wanted to wait until the budget had been set in its preliminary stage before negotiating the salary issue. It was also believed better to finalize all other aspects of the contract before reaching settlement on the salary issue.

In order for an administrative team to bargain effectively, it must have the trust of and be fully empowered by the President and the Board of Trustees. All the members of the Acting President's Executive Council were interviewed initially in order to determine the issues and the stands on the issues from each person's perspective. This was done also with selected members of the Board of Trustees. An Ad Hoc Committee of the Board was appointed by the Chairperson. The chief negotiator maintained regular contact with this committee, reviewing issues periodically and discussing the problems as they arose in the negotiations. Regular reports were also given individually to the members of the Executive Council - Vice President for Academic Affairs, Dean of Students, Vice President for Administration. This communication proved to be most effective. For instance, when negotiations centered on promotion, appointment, reappointment and tenure, lengthy meetings were held with the Chairperson of the Board's Academic Affairs Committee as well as with the Vice President for Academic Affairs. When the Agreement was brought to the Board of Trustees for ratification in June, 1978, there was a unanimous vote to ratify the contract and virtually no discussion. This permitted the administration to move expeditiously in signing the contract and demonstrated to the faculty a good feeling of cohesiveness between the administration and the Board of Trustees.

In order to establish team discipline, issues were researched for three months prior to sitting at the table and sessions were held where those issues were debated (sometimes more hotly than during actual negotiations!) within the team. A great deal of time was spent establishing ideal, minimum, and acceptable positions for each issue. As it turned out, this was one of the most useful exercises undertaken by the team since disagreement about definition as well as

stance was not infrequent. It is not advantageous to argue within the team while at the table. It became very important to the administrative team's functioning to give as much time as possible to debating the issues away from the table. After establishing the positions for each issue, the team set ground rules for itself. It also submitted a set of ground rules to the faculty team for its consideration. For the administrative team it was agreed that only the chief negotiator would speak unless she recognized other members of the team. If, at any time, a member of the team wished, he/she could call for a caucus. Guidelines submitted to the faculty team and finally adopted by both sides included: 1) submitting proposals and counter-proposals in writing; 2) bringing in resource persons to the negotiations only with the approval of all members of both teams; 3) initialing each article as it was tentatively agreed upon; 4) setting the agenda for each meeting at least one meeting in advance; 5) mutally determining the day as well as the beginning and ending times for each session; 6) keeping separate sets of notes; 7) and keeping all agreements tentative pending completion of the entire package.[2] Finally, in compliance with a guideline specified in the 1976 AAUP Agreement, the teams submitted their lists of issues for negotiation to each other two weeks in advance of sitting down at the table.

NEGOTIATIONS

Formal negotiations began on February 28, 1978, and were completed on June 12, 1978. The teams met once/twice a week for three-hour sessions each time. Both chief negotiators were committed to a problem-solving

[2]Appreciation is owed Dr. Thomas Emmet, Special Assistant to the President, Regis College and Mr. Jack Samit, American Federation of Teachers, for the suggested list of guidelines.

approach. Discussions at the table frequently helped each team clarify the issue and determine what was really at stake. For instance, the administration wanted some statement on faculty reduction written into the contract instead of the blanket position of the AAUP's red book which had been included verbatim in the first contract. The faculty team was initially quite reluctant to discuss the admission of such an article. They wanted to continue the inclusion of the AAUP position statement, however. Finally, agreement was reached on the concept when it was firmly established that such an article would, indeed, be in the best self-interest of both sides. Once that was determined, it was the faculty team who actually wrote the first draft of the article for discussion even though it had been the idea of the administration.

Both teams were aware that each had constituencies to which it reported and was held accountable. In order to find solutions at the table, it was also necessary at times to help each other discover ways in which the solutions agreed upon at the table could be "sold" to the constituencies. On critical issues where the stands were not similar, the two chief negotiators used "sidebar" - the ancient and honorable profession of talking with each other away from the table. This permitted the opportunity of exploring the problems each was having with its own side as well as with each other and of determining the parameters or limits of acceptability for resolution of an issue. Nowhere was the value of this approach more evident than when salary was being negotiated. By the time the salary issue came to the table, the Union had alleged that the administration owed the faculty $106,000 in back salary as a result of the 38% clause. Since the College had

had limited finances, the administrative team was not in a position to propose an acceptable salary package while faced with the prospect of the $106,000. At the same time, the issue of the $106,000 was governed by rules under the first signed Agreement and it technically had no place at the table during the second contract negotiations. It looked, in May, as if the College and Union were headed for arbitration on the $106,000 and for mediation on the salary issue. Effective sidebar and mutual trust on both sides averted those possibilities and both problems were solved at the table, but not without some tension in May leading up to the sidebar.

By the end of May the faculty felt frustrated with the administration on the salary issue. They felt duped since the issue had been placed last on the docket until other issues - to them, of lesser importance - had been resolved. They felt that salary was, indeed, the most critical and they were concerned about the ability to negotiate that issue to their satisfaction. The Executive Committee of the AAUP wrote a letter to the Acting President and Chairperson of the Board of Trustees expressing their frustration and disappointment in the administrative negotiating team. Whereas the letter had no substantial effect on the administrative team (and actually tested the trust and support of the administration and Trustees for the team), it did prove that the chief negotiators were committed to keeping lines of communication open. It was after that letter that a sidebar approach was settled on; it could have been decided to go to mediation had those channels not remained open and flexible.

There is one last point to be made about the channels of communication. Both chief negotiators found themselves in the position of arguing "for" the other when confronted with objections from their respective teams. This tests one's ability to see an issue from both sides and increases the likelihood of a

suitable solution.

In summary, some points concerning the communicative process:

1. It is helpful on each issue to identify first the areas of agreement, the underlying need that the proposed solution will meet (i.e., identify the problem before a solution is proposed and engage the opposite team to help find the solution), and make clear the self-interest of each team on each issue.
2. Using skills in active listening is of inestimable value to the end of reducing defensiveness at the table.
3. The effective use of sidebar can speed the negotiating process and can reduce the chances of acrimonious debate at the table.
4. Keeping in regular communication with selected members of the Board of Trustees and key members of the administration greatly enhances the credibility of the team.

Perhaps the greatest test of a successful contract comes in the ratification process. It was earlier stated that the Board of Trustees ratified the contract as presented unanimously. The faculty ratified the contract with only three negative votes. Both the administration and the AAUP have entered into the second three years with a pledge to monitor regularly the contract's effectiveness and to discuss its interpretation and impact on the campus community in a timely manner.